

PERPETUAL BENCH AGREEMENT

WHEREAS, on November 23, 1994, the City of Hallandale, hereinafter referred to as the "City", entered into a Bench Agreement with the Hallandale Chamber of Commerce, hereinafter referred to as "Chamber", for the purpose of authorizing the Chamber to sponsor a bus bench project whereby public benches are provided to the citizens of the community at no cost to the City, and the existing benches were replaced with single pedestal, more up-scale benches, and,

WHEREAS, on August 17, 1999 the parties extended the existing Bench Agreement for three years, through November 23, 2002, and,

WHEREAS, the City desires to renew its agreement with the Chamber, on a perpetual basis, with certain minor modifications to the agreement.

NOW, THEREFORE, FOR ADMITTEDLY ADEQUATE CONSIDERATION, THE PARTIES AGREE:

1. Except as modified in this agreement, the Bench Agreement between the City and the Chamber dated November 23, 1994, as amended October 26, 1999, shall remain in full force and effect on a perpetual basis, subject to cancellation by either party upon thirty (30) days prior written notice.

2. The City has the right to demand removal of any bench at any time. Removal of individual benches shall be accomplished within ten (10) days of written notification from the City and all costs of removal shall be borne by the Chamber. The removal of benches required as part of the City's plans for development and improvements as defined in the City's Comprehensive Plan, and various Redevelopment Plans or redevelopment initiatives, shall be accomplished within sixty (60) days of written notification from the city and all costs will be paid by the Chamber.

3. If the removed bench cannot be relocated by the Chamber to generate revenue for the Chamber, the City shall compensate the Chamber for lost revenue due to the bench(s) removed in the same amount as would have been received by the Chamber from its subcontractor, up to and not to exceed \$144 per bench, per year, paid quarterly, upon approval of invoices submitted by the Chamber.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 24th day of March, 2003.

WITNESSES:

[Signature]
[Signature]

[Signature]
[Signature]

CITY OF HALLANDALE BEACH

by: *[Signature]*
D. Mike Good, City Manager

Approved as to Form
and Sufficiency
[Signature]
City Attorney

HALLANDALE BEACH-PEMBROKE PARK
CHAMBER OF COMMERCE

by: *[Signature]*
Cynthia Hibbitts, Executive Director

EDM/dm
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FIRST AMENDMENT TO BENCH AGREEMENT

WHEREAS, on November 23, 1994, the City of Hallandale, hereinafter referred to as the "City", entered into a Bench Agreement with the Hallandale Chamber of Commerce, hereinafter referred to as "Chamber", for the purpose of authorizing the Chamber to sponsor a bus bench project whereby public benches are provided to the citizens of the community at no cost to the City, and

WHEREAS, on August 17, 1999 the City Commission of the City of Hallandale Beach, Florida directed the City Attorney to prepare an Agreement extension, extending the existing Bench Agreement with the Hallandale-Pembroke Park Chamber of Commerce for a period of three years, through November 23, 2002, and

WHEREAS, the City Manager was authorized to execute the Agreement extension on behalf of the City, and

WHEREAS, the City wishes to maintain its right to remove benches from City's Financial District upon 90 days notice to Chamber, with compensation to be paid to the Chamber for loss of revenue due to removal of benches.

NOW, THEREFORE, FOR ADMITTEDLY ADEQUATE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The Bench Agreement between the City and the Chamber dated November 23, 1994 shall remain in full force from November 24, 1999, through November 23, 2002.

2. Under the terms of the Agreement, the City has the right to demand removal of any bench at any time. (para. 10) This right shall continue in full force and effect except as modified herein.

3. If the City, in connection with its plans for development and improvements in the Financial District, as defined in the City's Comprehensive Plan, requires the removal of any bench that can not be relocated so as to generate revenue for the Chamber, the City shall compensate the Chamber for lost revenue due to the bench(s) removed in the same amount as would have been received by the Chamber from its subcontractor, up to but not to exceed \$144 per year, paid quarterly upon approval of invoices submitted by the Chamber.

4. The Notices provision of the Bench Agreement is amended to reflect current addresses for the City and the Chamber, as follows:

FOR CITY: City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

FOR CHAMBER: Executive Director
Hallandale Beach-Pembroke Park Chamber
of Commerce
1117 East Hallandale Beach Blvd.
Hallandale Beach, FL 33009

5. All terms and conditions of the original Bench Agreement dated November 23, 1994 are ratified and remain in full force and effect unless in conflict with the terms and conditions of this first amendment.

IN WITNESS WHEREOF, the parties hereto set their
hands and seals this 26th day of October, 1999.

WITNESSES:

CITY OF HALLANDALE BEACH

Richard Kane
E. Krumm

by:

R. J. Latindola
R. J. Latindola, City Mgr.

Approved as to Form
and Sufficiency

Richard Kane
City Attorney
John W. Wiggins
E. Krumm

HALLANDALE BEACH-PEMBROKE PARK
CHAMBER OF COMMERCE

by:

Cynthia Hibbitts
Cynthia Hibbitts, Exec. Dir.

Approved as to Form
and Sufficiency
City Attorney

RK/pm

benchag.a2

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BENCH AGREEMENT

THIS AGREEMENT made and entered into this 23RD day of November, 1994, by and between the City of Hallandale, Florida, a Florida municipal corporation, hereinafter referred to as the "City", and the Hallandale Chamber of Commerce, a Florida not-for-profit corporation, hereinafter referred to as the "Chamber".

W I T N E S S E T H :

WHEREAS, the Chamber has for a number of years sponsored a bench project whereby public benches are provided for the citizens of the community at no cost to the City; and

WHEREAS, the parties desire to enter into a new contract to establish the duties, obligations, responsibilities and privileges of each.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for admittedly adequate consideration, the parties agree as follows:

1. The Chamber will furnish and maintain public benches with single pedestals, constructed of durable, graffiti resistant materials, with an up-scale, streamlined look, at no cost to the City. The older style benches located within the City shall be removed by the Chamber within 120 days from the date of the execution of this Agreement. The new benches shall be constructed of top-grade materials and the Chamber shall at its sole expense, maintain the benches in good and serviceable condition during the entire term of this Agreement.

2. The City shall control the number, type, and placement of benches.

3. The Chamber shall install the benches at the direction of the City and shall undertake such installation in compliance with applicable Federal, State, County and City legislation and regulations. The Chamber shall secure the written consent of the nearest abutting property owner, tenant or occupant prior to installation.

4. The installation of benches in such a manner as to cause damage to landscaped areas is prohibited. Benches on single pedestals may be placed on landscaped areas so long as they do not interfere with the maintenance of the landscaping.

5. The Chamber is authorized to sell advertising upon the benches and retain all proceeds derived from such sales. However, no advertising relating to x-rated movies, massage parlors, adult movie houses or adult entertainment centers shall be placed upon the benches unless prior written approval is obtained from the City. Bench advertising shall not contain material which is immoral, lascivious, obscene, indecent, in bad taste, violates community standards of decency or presents a conflict of interest to the City. No political matter of any nature shall be placed upon the benches. The Chamber must, within forty-eight (48) hours after receipt of a written demand from the City, remove the aforementioned objectionable advertising material. In the event of a dispute as to the reasonableness of the City's demand, the Chamber must

promptly remove the advertisement while the parties are resolving the dispute.

6. In the event that the Chamber fails to remove the objectionable advertisement within said forty-eight (48) hour period, the City shall have an absolute right to remove the advertisement, and the City shall not be responsible for any damages in connection therewith.

7. Local businesses shall be given preference for any advertising space available on the benches and local businesses are to be charged a comparable rate or rates charged for similar space for national or other advertising.

8. Advertising signs shall be a maximum of twelve (12) square feet and shall be constructed of durable, graffiti-resistant materials approved by the City with all illustrations, designs, arrows, characters, letters or other parts of the advertising placed thereon. Directional arrows shall be limited in size to forty (40) square inches. Fluorescent, iridescent or excessively bright paint is not permitted on bus benches.

9. The following criteria shall be applicable to all new and existing bus bench installations:

a) Placement of benches at an angle to the adjacent roadways would be prohibited as necessary to ensure no conflict with applicable laws and regulations.

b) A minimum four-foot setback from the adjacent roadway shall be maintained.

c) A minimum three-foot sidewalk clearance shall be maintained.

d) Benches shall not be located within twenty-five (25) feet of the right-of-way intersection corner.

e) Landscaping under and immediately around the bench shall be maintained by the Chamber.

f) No bench shall be placed in the median of a divided highway.

g) Any reference to traffic control devices, i.e., stop, yield signs, etc., is prohibited.

h) Knowledge and use of state-of-the-art safety features, including placement, construction, installation, and maintenance of the benches, shall be the full and sole responsibility of the Chamber.

i) The City retains the right to place "speciality benches" in selected locations in addition to benches provided by the Chamber.

10. The City may demand removal of any bench at any time. Removal shall be accomplished within ten (10) days of written notification from the City and all costs will be paid by the Chamber.

11. During the term of this Agreement, the Chamber shall obtain any and all licenses and permits necessary for the installation and maintenance of the benches.

12. It is further understood and agreed that the term of this Agreement shall be for a period of five (5) years from the date of this contract, at the end of which term the parties

herein shall be released from the terms of this contract. In the event this contract is not renewed, the Chamber shall have a period of three (3) months from the end of this contract to remove all benches to which they have title, or the benches may be sold to the City at a negotiated price between the two parties. But in no event shall advertising be sold to be placed upon the benches beyond the five year period.

13. If any court of competent jurisdiction determines that the City of Hallandale's sign ordinance, or any part thereof is invalid because of this Agreement, this Agreement shall become null and void and of no effect immediately upon such determination.

14. INSURANCE REQUIREMENTS:

The Chamber shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons and damage to property which may arise from or in connection with the Bus Bench Project, and the performance hereunder by the Chamber, it's agents, representatives, employees and subcontractors. The cost of such insurance shall be borne by the Chamber.

I. Minimum Scope of Insurance

A. Commercial General Liability, including:

1. Premises and Operations.
2. Products and Completed Operations.
3. Blanket Contractual Liability, (see Hold Harmless Agreement and #VII below).
4. Independent Contractors.

- 5. Broad Form Property Damage.
- 6. Personal Injury Liability.
- B. Workers' Compensation Insurance.
- C. Employer's Liability Insurance.

II. Minimum Limits of Insurance

- A. Commercial General Liability:
\$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury, personal injury and property damage.
- B. Workers' Compensation:
Workers' Compensation Insurance as required by the State of Florida.
- C. Employer's Liability:
\$1,000,000 limit per occurrence,
\$500,000 annual aggregate for disease,
\$100,000 limit for disease of an individual employee.

III. Deductibles and Self-Insured Retentions

- A. Deductibles/Self-Insurance Retentions
Defined:
All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City.
- B. Retention Levels:
The City has the option to reduce or eliminate any deductible or self-insured

retention maintained by the Chamber.

IV. Other Insurance Provisions

The policies shall contain the following provisions:

A. Additional Insured and Certificate Holder:

All insurance shall include the City of Hallandale as an Additional Insured and Certificate Holder. There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.

B. Chamber's Insurance is Primary:

The Chamber's insurance coverages shall be primary insurance with respect to the City's, its officials', employees' and volunteers' insurance. Any insurance and self-insurance maintained by the City, its officials, officers, employees, or volunteers shall only be in excess of the Chamber insurance and shall not contribute to it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The Chamber's insurance shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to the prior written approval of the City's Risk Manager.

E. 30-Day Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies

separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability." The company, in this context, being the Chambers' Insurance Company.

1. If no such definition of the insured is quoted in the insurance, the Chamber must provide a "Cross Liability Clause" or "Severability of Interests Clause" endorsement for all liability insurances.

V. Acceptability of Insurance Company

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies herein required of the Chamber shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

VI. Verification of Coverage

A. Certificates and Endorsement Provided:

The Chamber shall furnish the City with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage.

The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

C. Coverage Continuation:

The insurance coverage required by the above specifications shall be in force throughout the duration of the contract period. Should the Chamber fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the agreement, the City shall have the right to consider the agreement breached, justifying termination thereof. Compliance by the Chamber and subcontractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Chamber and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to

completion of all terms of the contract with the City, the Chamber shall furnish certificates of insurance evidencing renewal of such coverage to the City.

VII. Other Insurance Requirements

A. Subcontractors' Insurance Requirements:

The Chamber shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverages. All coverages for subcontractors shall be subject to all the requirements stated herein.

17. Hold Harmless Agreement

The Chamber shall take notice of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hallandale, Florida, under the Hold Harmless Agreement. Furthermore, the Chamber will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this agreement, and furnish a copy of the Hold Harmless Agreement to its insurers.

HOLD HARMLESS AGREEMENT

The Chamber agrees and covenants to indemnify and save harmless the City of Hallandale, Florida, from any and all claims, suits, actions, damages, and causes of actions which might arise for any personal injury, loss of life, property damage or other actions, of the Chamber, its agents, subcontractors, invitees, licensees, servants, employees or assigns, sustained in the performance of any product, service, act or omission resulting from this Agreement, and to defend any action or proceeding brought hereon, and from and against any orders, judgments, executions, levies or decrees as may be entered therein.

16. Limited Contractual Relationship

Nothing contained in these contract specifications shall be construed as creating any contractual relationship between any of the Chamber's subcontractors or suppliers and the City.

The Chamber shall be as fully responsible to the City and to the general public for acts and omissions of all subcontractors, suppliers and all persons employed by subcontractors or suppliers, as the Chamber is for acts and

omissions of persons directly employed by the Chamber.

A. Joint Venture:

The parties agree that this agreement shall be the whole and total agreement between the parties, and the Chamber is undertaking its activities for its sole use and benefit. This agreement or the activities resulting therefrom shall in no way be construed to be a joint undertaking with the City, nor is the City in any way assuming responsibility or benefits of the Chamber's activity. The Chamber acts independently and in its own right, risk and responsibilities. The City assumes no direction, control, responsibility or liability for the activities of the Chamber and, by the execution of this agreement, does not endorse or undertake any activity heretofore conducted by the Chamber.

17. In the event of the breach of any of the covenants of this Agreement by the Chamber, and upon notification by the City to correct same, then in the event that the conditions complained of are not corrected by the Chamber within seven (7) days of said notice, the City may elect and

can, without further notice, declare this Agreement breached and of no further legal force and effect.

18. The Agreement shall be governed by, and construed in accordance with the Laws of the State of Florida.

19. Notices:

Any and all notices required under this contract shall be deemed to have been given when placed in the United States mail, certified, return receipt requested, addressed as follows:

FOR CITY: City Manager
 308 South Dixie Highway
 Hallandale, Florida 33009

FOR CHAMBER: Chamber of Commerce
 323 Southeast First Avenue
 Hallandale, Florida 33009

20. ENTIRE CONTRACT

This contract supersedes all other contracts and agreements of the parties and contains all of the terms and conditions governing the relationship between the parties. Any changes, amendments, modifications or assignments shall have no effect unless in writing and executed by the Chamber and the City.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals the day and year first above written.

WITNESSES:

CITY OF HALLANDALE,
a municipal corporation
of the State of Florida

by: 

R. B. Intindola, City Manager

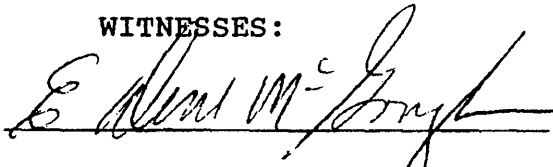
APPROVED AS TO LEGAL SUFFICIENCY

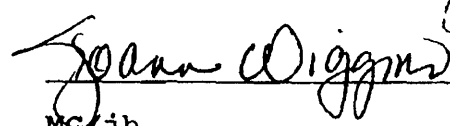

Hallandale City Attorney

Attest: 

City Clerk

WITNESSES:





MC/jb

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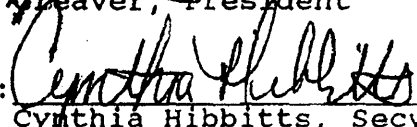
9/13/94

11/16/94 (edm) 11/21/94 (edm)

HALLANDALE CHAMBER OF COMMERCE

by: 

Jeff Weaver, President

Attest: 

Cynthia Hibbitts, Secy.

FIRST AMENDMENT TO
AGREEMENT DATED SEPTEMBER 1, 1990
BETWEEN CITY OF HALLANDALE AND
HALLANDALE CHAMBER OF COMMERCE

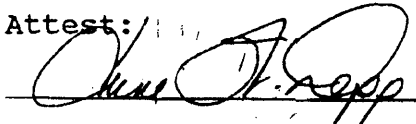
THIS FIRST AMENDMENT, made and entered into this 1st day of November, 1991, by and between City of Hallandale and Hallandale Chamber of Commerce, shall amend the terms and conditions of the Lease Agreement dated September 1, 1991 as follows:

Delete: Paragraph 6. a), in it's entirety, and replace with:

6. a) Benches shall be installed at no greater than a thirty degree angle to the adjacent roadway.

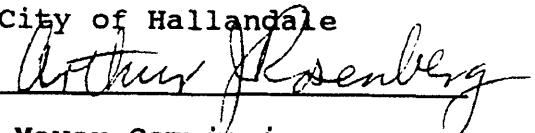
IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS THIS
5th DAY OF November, 1991.

Attest:


City Clerk

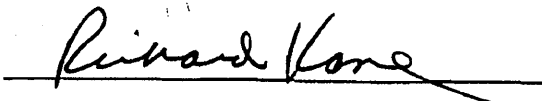
City of Hallandale

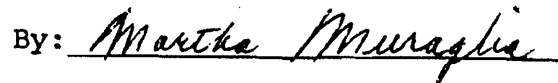
By:


Mayor Commissioner

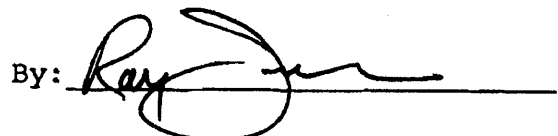
Approved as to form

Hallandale Chamber of Commerce


City Attorney

By: 

Brickman/Tomczak

By: 

JK/jw

AMENDCC/TXTCNTSV

AGREEMENT

THIS AGREEMENT made and entered into this 15th day of SEPTEMBER, 1990, by and between the CITY OF HALLANDALE, FLORIDA, a municipal corporation, hereinafter referred to as the "City" and the HALLANDALE CHAMBER OF COMMERCE, a corporation not-for-profit under the law of the State of Florida, hereinafter referred to as the "Chamber".

W I T N E S S E T H :

WHEREAS, the Chamber has for a number of years sponsored a Bench Project whereby public benches are provided for the citizens of the community at no cost to the City; and

WHEREAS, pursuant to good business practice, the parties are desirous of entering into a written contract to establish the duties, obligations, responsibilities and privileges of each.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby understood and agreed upon as follows:

1. That the Chamber will furnish and maintain public benches at NO COST to the City and will place said benches at locations such as bus stops, school stops, shopping centers, beach areas, business zones and other areas deemed appropriate. Benches shall be placed to assure maximum pedestrian safety and convenience. Such a determination shall be made by the Chamber, who assumes any and all liability resulting from the placement, condition and use of the benches.

2. All benches, whether existing or new, shall be constructed of top grade materials. The Chamber shall, at their expense, maintain all such benches in good and serviceable condition during the entire term of this Agreement.

3. Chamber shall install all benches within the City Limits of Hallandale according to applicable City codes and/or ordinances. The Chamber shall secure the written consent of the nearest abutting property owner, tenant or occupant prior to installation.

4. The Chamber will be authorized to sell advertising to be placed upon all the public benches, provided, however, there shall be no

X-rated movies, massage parlor advertising, adult movie houses or adult entertainment centers placed upon the benches unless prior approval is obtained from the City. No advertising will be allowed to contain material which is immoral, lascivious, obscene, indecent, in bad taste or violates community standards of decency or present a conflict of interest to the City. No political matter of any nature whatsoever shall be placed upon the public benches. The Chamber shall have forty-eight (48) hours after receipt of a written demand from the City to remove advertising material as noted previously in Paragraph 4. In the event of a dispute as to the reasonableness of the City's demand(s), the Chamber shall promptly follow such demand while the dispute is being resolved. Furthermore, in the event that the Chamber shall have failed to remove the objectionable advertising within said forty-eight (48) hours period, the City shall have an absolute right to cause such advertisement to be removed, and the City shall not be responsible for any damages in connection therewith. Local advertisers shall be given preference for any of the advertising space available on the benches and local advertisers shall be charged a comparable rate or rates charged by the franchisee for similar space for national or other advertising.

5. Advertising signs shall be a maximum of twelve (12) square feet and shall be constructed of masonite or plywood with all illustrations, designs, arrows, characters, letters or other parts of the advertising placed thereon. Directional arrows shall be limited in size to forty (40) square inches. Fluorescent, iridescent or excessively bright paint is not permitted on bus benches.

6. The following criteria shall be applicable to all new and existing bus bench installations:

- a) Benches shall be installed parallel to the adjacent roadway.
- b) A minimum four-foot setback from the adjacent roadway shall be maintained.
- c) A minimum three-foot sidewalk clearance shall be maintained.
- d) Benches shall not be located within twenty-five (25) feet of the right-of-way intersection corner.

e) Weed control under and immediately around the bench shall be maintained by the Chamber.

f) No bench shall be placed in the median of a divided highway.

g) Any reference to traffic control devices, i.e., stop, yield signs, etc., shall not be permitted.

h) Knowledge and use of state-of-the-art safety features, including placement, construction, installation, and maintenance of the benches, shall be the full and sole responsibility of the Chamber.

7. The City may demand removal of any bench at any time. Removal shall be accomplished within ten (10) days written notification from the City and all costs will be paid by the Chamber.

8. During the term of this Agreement, the Chamber shall obtain any and all licenses and permits necessary for the installation and maintenance of the benches.

9. It is further understood and agreed that the term of this Agreement shall be for a period of four (4) years from the date of this contract, at the end of which term the parties herein shall be released from the terms of this contract. That in the event this contract is not renewed, the Chamber shall have a period of three (3) months from the end of this contract to remove from the area described herein all benches set out to which they have title, or that said benches may be sold to the City at a negotiated price between the two parties. But in no event shall advertising be sold to be placed upon the public benches beyond the four year period.

10. If any court of competent jurisdiction in the State of Florida determines that the City of Hallandale's signs ordinance, or any part thereof is held invalid because of this Agreement, this Agreement shall become null and void and of no effect immediately upon such determination.

11. **INSURANCE REQUIREMENTS:**

The Chamber shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons and damage to property which may arise from or in connection with the Bus Bench Project, and the performance hereunder by the Chamber, it's agents,

representatives, employees and subcontractors. The cost of such insurance shall be borne by the Chamber.

I. Minimum Scope of Insurance

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations.
 - 3. Blanket Contractual Liability, (see Hold Harmless Agreement and #VII below).
 - 4. Independent Contractors.
 - 5. Broad Form Property Damage.
 - 6. Personal Injury Liability.
- B. Workers' Compensation Insurance.
- C. Employer's Liability Insurance.

II. Minimum Limits of Insurance

- A. Commercial General Liability:
 - \$1,000,000 combined single limit per occurrence and
 - \$1,000,000 annual aggregate for bodily injury,
 - personal injury and property damage.
- B. Workers' Compensation:
 - Workers' Compensation Insurance as required by the
 - State of Florida.
- C. Employer's Liability:
 - \$100,000 limit per occurrence,
 - \$500,000 annual aggregate for disease,
 - \$100,000 limit for disease of an individual employee.

III. Deductibles and Self-Insured Retentions

- A. Deductibles/Self-Insurance Retentions Defined:
 - All deductibles and self-insured retentions must be
 - shown clearly on the Certificates of Insurance and
 - approved by the City.
- B. Retention Levels:
 - The City has the option to reduce or eliminate any
 - deductible or self-insured retention maintained by the
 - Chamber.

IV. Other Insurance Provisions

The policies shall contain the following provisions:

A. Additional Insured and Certificate Holder:

All insurance shall include as Additional Insured and Certificate Holder the City of Hallandale. There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.

B. Chamber's Insurance is Primary:

The Chamber's insurance coverages shall be primary insurance with respect to the City's, its officials' officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Chamber insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The Chamber's insurance shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Day Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

F. Separation of Insureds:

The definition of insured shall read as follows:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the Chamber's insurance company.

1. If no such definition of the insured is quoted in the insurance, the Chamber must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsement for all liability insurances.

V. Acceptability of Insurance Company

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies herein required of the Chamber shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

VI. Verification of Coverage

A. Certificates and Endorsement Provided:

The Chamber shall furnish the City with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf.

C. Coverage Continuation:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the Chamber fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the agreement or permit, the City shall have the right to consider the agreement or permit breached and justifying termination thereof.

Compliance by the Chamber and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Chamber and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the City, the Chamber shall furnish certificates of insurance evidencing renewal of such coverage to the City.

VII. Hold Harmless Agreement

The Chamber shall take notice of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for sole purpose of protecting the City of Hallandale, Florida, under the Hold Harmless Agreement. Further, the Chamber will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this agreement, and furnish a copy of the Hold Harmless Agreement to his insurers.

Hold Harmless Agreement

The Chamber agrees and covenants to indemnify and save harmless the City of Hallandale, Florida from any and

all claims, suits, actions, damages, and causes of actions which might arise for any personal injury, loss of life, or other actions, of Chamber, his agents, subcontractors, invitees, licensees, servants, employees or assigns, sustained in the performance of any product, service, act or omission resulting from this Agreement, and to defend any action or proceeding brought hereon, and from and against any orders, judgments, executions, levies and decrees as may be entered therein.

VIII. Limited Contractual Relationship

Nothing contained in these contract specifications shall be construed as creating any contractual relationship between any of the Chamber's subcontractors or suppliers and the City.

The Chamber shall be as fully responsible to the City for acts and omissions of all subcontractors and suppliers and of all persons employed by the subcontractors and suppliers, as the Chamber is for acts and omissions of persons directly employed by the Chamber.

A. Joint Venture:

The parties agree that this agreement shall be the whole and total agreement between the parties, and the Chamber is undertaking its activities as for its sole use and benefit and this agreement or the activities resulting there from shall in no way be construed to be a joint undertaking with the City, nor is the City in any way assuming responsibility or benefits of the Chamber's activity. The Chamber acts independently and in its own right, risk and responsibilities. The City assumes no direction, control, responsibility or liability for the activities of the Chamber and, by the execution of this agreement, does not endorse or undertake any activity heretofore conducted by the Chamber.

IX. Other Requirements

A. Subcontractors' Insurance Requirements:

The Chamber shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverages. All coverages for subcontractors shall be subject to all the requirements stated herein.

12. In the event of the breach of any of the covenants of this Agreement by the Chamber, and upon notification by the City to correct same, then in the event that the conditions complained of are not corrected by the Chamber within seven (7) days of said notice, the City may elect and can, without further notice, declare this Agreement breached and of no further legal force and effect.

13. This Agreement shall be governed by, and construed in accordance with the Laws of the State of Florida.

14. Notices:

Any and all notices required under this contract shall be deemed to have been given when placed in the United States mail, certified, return receipt requested, addressed as follows,

FOR CITY: City Manager
308 S. Dixie Highway,
Hallandale, Florida 33009

FOR COMPANY: Chamber of Commerce
1505 East Hallandale Beach Blvd.
Hallandale, Florida 33009

15. ENTIRE CONTRACT

This contract contains all the terms and conditions agreed upon by the parties hereto. Any changes, amendments, modifications or assignments require the written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals the day and year first above written.

WITNESSES:

Betty J. Lind
Anna H. Dagon

CITY OF HALLANDALE,
a municipal corporation
of the State of Florida

By: [Signature]
Mayor-Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

[Signature]
Hallandale City Attorney

Attest: [Signature]
City Clerk

WITNESSES:

[Signature]
[Signature]

HALLANDALE CHAMBER OF COMMERCE

By: [Signature]
Attest: [Signature]

JK/jw

AGREEMCC, TXTCNTSV

Revision #6, 7/16/90

PERPETUAL BENCH AGREEMENT

WHEREAS, on November 16, 2007, the Hallandale Beach Area Chamber of Commerce, hereinafter referred to as the "Chamber", entered into a bus bench agreement with Street Furniture Advertising, Inc, for the purpose of sponsoring a bus bench project where by public benches are provided to the citizens of the community at no cost to the City, and,

WHEREAS, the Chamber wishes to enter into a long term relationship with Andy Fiske and,

WHEREAS, the Chamber desires to enter into agreement with "Street Furniture Advertising, Inc.", for five years with mutual option for an additional five year period upon renegotiations agreed upon by both parties, and,

NOW, THEREFORE, FOR ADMITTEDLY ADEQUATE CONSIDERATION, THE PARTIES AGREE:

1. Except as modified in this agreement, the Bench Agreement between the City and the Chamber shall remain in full force and effect on a perpetual basis, subject to cancellation by breach of any stipulations stated in Agreement
2. The City has the right to demand the removal of any bench at any time. Removal of individual benches shall be accomplished within ten (10) days of written notification from the City and all cost of removal shall be borne by Street Furniture Advertising, Inc. The removal of the benches required as part of the City's plans for development and improvement as defined in the City's comprehensive plan, and various redevelopment plans or initiatives, shall be accomplished within ten (10) days of written notification from the City or Chamber and all costs will be paid for by Street Furniture Advertising, Inc.
3. If the removed bench cannot be relocated by the Chamber to generate revenue for the Chamber, the City shall compensate the Chamber for lost revenue due to the bench(s) removal in the same amount as would have been received by the Chamber from its subcontractor, up to and not to exceed \$288.00 per bench per year, paid quarterly, upon invoices submitted by the Chamber.
4. Street Furniture Advertising, Inc. will continue to sponsor the annual Chamber Golf Tournament with its annual contribution of Ten Thousand Dollars (\$10,000.00), to be paid in two increments of \$5,000.00, by certified check, starting before the tournament date. The first increment is due sixty (60) days prior to the tournament date and the second increment is due thirty (30) prior to the tournament date. If the full amount is not

received thirty days (30) days prior to the date of the scheduled tournament, a one (1) week grace period will be allocated before being considered in "Breach of Contract".

5. All benches, whether existing or new, shall be considered of top grade or (metal) materials (wood and concrete) and shall be painted green and white. Street Furniture Advertising, Inc. shall, at their expense, maintain all such benches in good and serviceable condition during the entire term of this agreement and the City shall have the right to inspect such benches periodically to determine their condition. Street Furniture Advertising, Inc. shall replace or recondition to the satisfaction of the City any benches which the City determines are no longer in good and serviceable condition.
6. Street Furniture Advertising, Inc. will continue to pay the Chamber \$24.00 per bench, per month, on existing benches that is covered in the agreement with the City. These payments are to be made on a quarterly basis; by certified check January, April, July and October. If the quarterly payment goes more than four (4) weeks in arrears, the Chamber reserves the right to cancel the contract with Street Furniture Advertising, Inc. with proper notice of said cancellation. The Chamber reserves the right to renegotiate any payments made to the Chamber for any new bench locations approved by the City.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 16 day of NOVEMBER, 2007.

Witnesses:

Hallandale Beach Area Chamber of Commerce

By: Carl Watson
Carl Watson

Witnesses:

Susan Myndec

Street Furniture Advertising, Inc.

By: Andy Fiske
Andy Fiske